

Agreement between Proprietary Training Institutions and the
Missouri Department of Elementary and Secondary Education
Office of Adult Learning and Rehabilitation Services
Vocational Rehabilitation

The Missouri Department of Elementary and Secondary Education, Office of Adult Learning and Rehabilitation Services, Missouri Vocational Rehabilitation (MVR) has the authority to approve courses at proprietary training institutions leading to a degree, diploma or certificate pursuant to 5 CSR 20-500.370, Standards for the Approval of Courses for the Education of Persons under Veterans' Education and Vocational Rehabilitation.

The training institution agrees to provide training to Vocational Rehabilitation (VR) eligible individuals in compliance with 5 CSR 20-500.370. By accepting these funds, the training institution agrees to the following:

1. Standards for Participation

The training institution shall meet the requirements for proprietary schools set out in Sections 173.600 – 173.619, RSMo, and/or any other State of Missouri licensing laws required for proprietary school operation within the State. The training institution assures it has met or exceeded minimum standards for course approval by MVR as established in 5 CSR 20-500.370. The full text of this rule is available at <http://www.sos.mo.gov/adrules/csr/current/5csr/5c20-500.pdf>.

2. Duration of Agreement

This Agreement shall remain in effect from the date of signing by the training institution official and MVR Representative until a new agreement replaces it, unless this Agreement is terminated in accordance with **Item 3**.

3. Suspension or Termination of Agreement

MVR reserves the right to suspend or terminate this Agreement by a ten (10) day written notice to the training institution. The notice shall include a statement of the reason for its action, unless circumstances warrant immediate suspension of future enrollments.

Suspension or termination of the Agreement by MVR will be for a violation or violations of the conditions set out in this Agreement and/or a violation or violations of the requirements set out in 5 CSR 20-500.370. Upon notice of suspension or termination, all services provided by the training institution to a VR client shall cease and MVR shall have no liability or obligation for any services rendered by the training institution to the VR client after the training institution received or should have received such notice, except to the extent provided for in this Agreement.

4. **Course Approval**

Approval for new courses offered by the training institution or changes in currently approved courses, such as a cost increase or an increase to the length of a course, shall be completed by either Veterans' Education (VE) or MVR. If VE is responsible for the approval of a new course or a change in a current course, the training institution shall provide a copy of the VE-13 to the VR Assistant Director of Proprietary Schools.

If MVR is responsible for approval of a new course or change in a currently approved course the training institution shall provide MVR with a completed Course Approval form or updated Proprietary School Listing Sheet as described in **Item 5**. This should be done no later than thirty (30) days prior to the effective date of the change.

5. **Proprietary School Listing Sheet**

All training institution courses available to VR clients shall appear on the "Proprietary School Listing Sheet". The VR Assistant Director of Proprietary Schools shall use the listing sheet to inform VR Counselors (VRC) as to which courses are allowed for the purpose of preparing VR client authorizations for services. The training institution shall provide the following information:

- a. Name, Address, Telephone Number, Fax Number and Web Address
- b. Contact Person, Title and Email Address
- c. Training Institution's Tax I.D. Number or State Vendor Number
- d. Training Institution Catalog or Equivalent
- e. Course Titles and level of educational attainment (degree, diploma or certificate)
- f. Completion rates and Training-Related Placement rates for each course
- g. Length of Course by Number of Weeks and Hours
- h. Number of Instructional Periods (terms, semesters, quarters) by course as described in the Training Institution Catalog or equivalent
- i. Cost of Tuition
- j. Cost of Fees
- k. Cost of required Books, Supplies, Uniforms and/or Tools. **An itemized list shall be provided for all required books, supplies, uniforms and/or tools, including the cost of each item. Anytime there is a change to the required books, supplies, uniforms and/or tools an updated itemized list with costs must be submitted to the VR Assistant Director of Proprietary Schools.**

The cost of tuition, fees, books and supplies shall be no more than the costs listed in the training institution's current catalog, catalog equivalent, or as allowed in 5 CSR 20-500.370.

Tuition and fees will be authorized in an amount established by MVR annually. Degree programs offered by private training institutions shall be governed by DESE/MVR rule regarding the payment of tuition and fees applicable to private colleges.

6. Authorization for Services to VR Client

An authorization on behalf of a VR client for services must be issued by MVR to the training institution. **MVR will not be responsible for any charges by a training institution for services provided to a VR client prior to the start date shown on the official authorization.** Further, the training institution shall not bill the VR client for services authorized by MVR. MVR recognizes that in some instances the VR client may be required to pay a portion of the tuition. The training institution's refund policy may be applied to the VR client's portion of tuition if the client terminates his/her training.

7. Tuition and Fees

Pursuant to 5 CSR 20-500.370 the training institution's registration fee is limited to a one-time maximum of one hundred dollars (\$100) per VR client. **A VR client may not be charged a registration fee beyond this amount.**

Tuition will be authorized on the basis of the training institution's instructional period, i.e., quarters, semesters or term, as described in the training institution's catalog or catalog equivalent. In the situation where a course does not have a definable instructional period, 5 CSR 20-500.370 requires the following:

- a. An instructional period that is a minimum of twenty (20) weeks, but no more than thirty-nine (39) weeks shall be treated as a minimum of two (2) instructional periods.
- b. An instructional period that is a minimum of forty (40) weeks, but no more than fifty-nine (59) weeks shall be treated as three (3) instructional periods.
- c. An instructional period that is sixty (60) weeks or more shall be divided into segments of twenty (20) weeks.
- d. The total instructional program for licensed practical nursing, surgical technology, respiratory therapy, dental technology, emergency medical technician-paramedic, radiology and/or massage therapy will be treated as one (1) instructional period.

The Proprietary School Listing sheet for each training institution's program shall show the total cost of training and cost per instructional period, identified as "term" on the official listing sheet. This same information will also appear on MVR's official authorization prepared by the VRC.

8. Progress and Attendance Reports

The training institution shall submit a monthly progress report of each VR client during the duration of the training program to the VRC within ten (10) business days from the

end of the month. The VR client shall sign and receive a copy of the progress report. If Monthly Progress Reports are not received, there may be a delay in payment until the progress reports are submitted.

MVR shall supply the training institution with forms titled “Monthly Progress & Attendance Report” (MO 500-0560). The training institution may use its own progress report form subject to prior approval of the VR Assistant Director of Proprietary Schools.

9. VR Client Attendance

The training institution shall apply the same attendance policy to VR clients that it applies to other students. The attendance policy may only be waived for a VR client by mutual consent of the VRC and the appropriate training institution official. The attendance waiver shall be in writing and signed by the VRC and the training institution official. The waiver shall then be placed in VR client' case folder and a copy provided to the VR client and the training institution.

10. Interruption or Termination of VR Client Training

Occasionally it may be necessary for a VR client to withdraw from the training institution program and for services to be either interrupted or terminated.

An interruption in services refers to a period of non-attendance by the VR client sufficient to cause a change in the ending date of training. Upon a temporary withdrawal of a VR client from instruction, the training institution shall promptly notify the VR client and the VRC of its policy for resumption of services after a prolonged absence. The training institution shall provide the VRC with the effective dates relating to the VR client's absence, including the beginning date of the client's absence, the client's expected return date, and a revised ending date of training. If a VR client fails to return on the expected return date, the VR client shall be contacted by the training institution and VRC to determine if an extension is warranted or if termination is in order.

A termination of instructional services may be because the VR client voluntarily withdraws, or has been involuntarily withdrawn from the program. The training institution shall supply the VRC with the effective date of the client's termination.

A withdrawal leading to a termination of services by the training institution, should occur only in the case where the VR client failed to comply with the training institution's policies and procedures or because the VR client failed to meet the requirements set forth in his/her Individualized Plan for Employment (IPE). The training institution shall notify the VRC as soon as reasonably practical of the withdrawal and/or termination of a VR client. Likewise, MVR shall notify the training institution as soon as reasonably practical of its action to terminate a VR client's authorization to participate in the training institution's program.

In the case of a VR client termination, the refund procedure set forth in 5 CSR 20-500.370 shall apply:

- a. If a termination occurs within the first week of each instructional period, the training institution may retain ten percent (10%) of the tuition for that instructional period.
- b. If a termination occurs within the second and third week of each instructional period, the training institution may retain twenty percent (20%) of the tuition for that instructional period.
- c. If a termination occurs after the beginning of the fourth week in each instructional period, but prior to twenty-five percent (25%) of each instructional period, the training institution may retain twenty-five (25%) of the tuition for that instructional period.
- d. After completing twenty-five percent (25%), but prior to the completion of fifty percent (50%) of the instructional period, the training institution may retain fifty percent (50%) of the tuition for that instructional period.
- e. After completing fifty percent (50%) of the instructional period, the training institution may retain one hundred percent (100%) of the tuition for that instructional period.
- f. For a short course or courses which conflict(s) with b, c, and d above, the training institution will retain the greater amount.
- g. For courses offered by an accredited training institution that lead toward an associate or higher degree or are exempt under Agreement, item 7.b., then the refund policy of the institution will apply.

When it is discovered by either party to this Agreement that MVR has overpaid the training institution, the training institution shall issue a refund to MVR within sixty (60) days of discovery of the overpayment.

11. Cancellation of Services

Cancellation of training or instructional services shall be reserved for VR clients who have been enrolled and have a start date, but do not begin training or instruction. The VR authorization will be voided and the training institution shall not bill MVR and/or the VR client for authorized training cost(s).

12. Maintenance and/or Transportation Payments

If the training institution agrees to serve as a vendor for maintenance and/or transportation payments to a VR client, then it shall receive a written authorization from MVR indicating the amount and rate of maintenance and/or transportation to be paid.

The training institution shall be reimbursed for maintenance and/or transportation payments made to a VR client who cancels, withdraws or is terminated, providing the training institution bills MVR for this. To be reimbursed by MVR, the training institution shall state on the final invoice: "Maintenance and/or transportation has/have been paid and the VR client terminated early."

VR clients will be responsible for housing deposits.

13. Maintenance/Transportation Billing Instructions

On the first day a VR client begins courses, the training institution may bill MVR for the monthly or prorated monthly amount of maintenance and/or transportation authorized by the VRC. If the billing is for maintenance and/or transportation, then the dates for the period being billed shall be stated on the invoice. Note: The VR client's Monthly Progress & Attendance Report does not accompany this initial billing.

14. Required Books and Supplies

A VR client's required books and supplies, including tools and equipment, purchased by MVR may be used by the VR client for the period he/she attends classes, and/or when the VR client obtains employment in his/her chosen vocational field. Required supplies, including tools and equipment, must be itemized and priced separately from tuition.

If a VR client leaves the training institution prior to completing his/her coursework, the training institution shall notify the VRC. The VRC will make arrangements for retrieving items purchased by VR.

15. Application and Use of Federal Grant Funds

MVR requires all VR clients attending post-secondary training to apply for all available federal grant funds. Funds obtained from these grants must be used to meet the VR client's cost of tuition, books, and supplies. Where applicable, the VR client shall be required to have a valid Student Aid Report (SAR) before training commences.

For training institution programs that have a limited number of start dates – three (3) or fewer per year –MVR may authorize services for the first instructional period without the SAR. Federal grant funds will be applied to the prorated unused portion of the authorization(s). If any portion of the grant fund or funds cannot be applied to the first instructional period, then the balance shall be used to reduce the costs to MVR for the next instructional period.

Federal grant funds received on behalf of a VR client shall be applied to reduce the cost of tuition, fees, books, and supplies for each grant disbursement period. The applicable line item(s) on the Authorization of Services shall be reduced by the amount of the federal grant for which the VR client is eligible.

The training institution shall apply the first disbursement of federal grant money to tuition, fees, books, and supplies commencing with the first day of training. Any

additional amount needed to cover tuition for that instructional period shall be billed to MVR up to the MVR authorized amount. The training institution shall bill MVR per the Authorization for Services until the VR client is eligible for the next federal grant fund disbursement.

When the training institution applies the VR client's federal grant funds, as described above, and grant funds remain available after tuition, fees, books, and supplies have been paid in total, then the remaining grant funds may be applied toward the payment of any other accounts that the VR client has with the training institution.

16. Billing

The training institution may only bill for services listed on the Authorization for Services that are provided to a VR client between the beginning and ending dates of the authorization. The training institution may bill MVR at any time during an instructional period for tuition, fees, etc. authorized for that period. When the VR client is required to pay a portion of the tuition, the amount to be paid shall be subtracted from the total tuition for the instructional period. An itemized list is required for the billing of books, supplies, uniforms and/or tools. The list shall include the price of each item issued to the VR client during each billing period.

17. Civil Rights Compliance

The training institution shall be in compliance with Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973, as Amended. The Assurance of Compliance (Form #90-940-574) shall be completed and signed by the training school official. The assurance form shall be returned to the VR Assistant Director of Proprietary Schools. A copy of the assurance form shall be posted at the training institution and visible to the public for inspection. A statement of assurance of compliance with Title VI of the Civil Rights Act and the Rehabilitation Act of 1973, as Amended, shall be printed in the training institution catalog or catalog equivalent.

18. Americans with Disabilities Act (ADA) Compliance

Title III of the Americans with Disabilities Act of 1990, as Amended, requires that private entities, which are places of public accommodation, including proprietary schools, shall be accessible to persons with disabilities when such accessibility, including the use of alternate methods, is "readily achievable", a term defined as "easily accomplished and able to be carried out without much difficulty or expense." 42 U.S.C. Section 12182(b)(2)(A)(i)-(v).

MVR has an obligation to use service providers who offer such accessibility. However, MVR will work with training institutions who believe such accessibility is not readily achievable at their location. MVR will put training institutions in contact with organizations that will analyze location accessibility and determine ways in which accessibility can be attained. Taking these steps will provide the training institution not only the opportunity to grow their student population, but to provide opportunities for persons with disabilities.

APPROVED AND ACCEPTED

For _____
(Name of Training Institution)

Federal Tax I.D. _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____
(Print or type)

For the Department of Elementary & Secondary Education, Office of Adult Learning & Rehabilitation Services, Vocational Rehabilitation, Central Office, 3024 Dupont Circle, Jefferson City, MO 65109-0525.

Signature: _____ Date: _____

Name: Chris Clause
(Print or type)

Title: Coordinator, Development & Consumer Affairs

(Revision Date: 2/11/15)